

10-20-2005



103040220

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies):

Quality Trailer Products, LP

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☒ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) TexasAdditional names of conveying parties attached? ☐ Yes ☒ No

## 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 18, 2005

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Bank of America, N.A., as Agent

Internal

Address: Suite 3400Street Address: One South Wacker DriveCity: ChicagoState: ILCountry: USA Zip: 60606

- ☒ Association Citizenship USA  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

## 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,113,390

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

## 5. Name &amp; address of party to whom correspondence concerning document should be mailed:

Name: Linda R. KastnerInternal Address: Latham & Watkins

Sears Tower, Suite 5800

Street Address: 233 S. Wacker DriveCity: ChicagoState: IL Zip: 60606Phone Number: (312) 876-7628Fax Number: (312) 993-9767Email Address: Linda.Kastner@LW.com

## 6. Total number of applications and registrations involved:

1

## 7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed

## 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

## 9. Signature:

Linda R. Kastner

Signature

October 19, 2005

Date

LINDA R. Kastner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2005, by QUALITY TRAILER PRODUCTS, LP, a Texas limited partnership ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, individually and in its capacity as Agent for Lenders ("Agent").

### WITNESSETH:

WHEREAS, Grantor, the other Persons named therein as Borrowers, Agent and the Lenders from time to time party thereto are parties to that certain Loan and Security Agreement dated as of December 9, 2004 (including all annexes, exhibits and schedules thereto, amended by that certain First Omnibus Amendment to Loan Documents dated as of March 23, 2005 and as further amended, restated, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, the Borrowers request that Agent and Majority Lenders amend the Loan Agreement and consent to certain transactions as set forth in that certain Second Amendment and Consent to Loan and Security Agreement dated as of the date hereof, by and among the Grantor, the other Persons named therein as Borrowers, Agent and the Lenders from time to time party thereto (the "Second Amendment")

WHEREAS, Agent and Lenders are willing to amend the Loan Agreement and consent to the transactions as provided in the Second Amendment, but only upon the condition, among others, that Grantor shall have granted a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Obligations of Grantor under the Loan Agreement and to pledge and grant a security interest in the Trademark Collateral as security for the Obligations; and

WHEREAS, pursuant to the Second Amendment, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Appendix A to the Loan Agreement. Additionally, the following terms shall have the following respective meanings:

"Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the ratable benefit of Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPALS..

5. INTERCREDITOR PROVISION. Notwithstanding anything herein to the contrary, the lien and security interest granted to Agent and Lenders pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement, as the same may be amended, supplemented, modified or replaced from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

QUALITY TRAILER PRODUCTS, LP

By: Polar Corporation, its general partner

By

Name Mark H. Carroll

Title Assistant Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Authorized Signatory

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

QUALITY TRAILER PRODUCTS, LP

By: Polar Corporation, its general partner

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: Robert J. Lund  
Name: Robert J. Lund  
Its: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

**TRADEMARK REGISTRATIONS**

<b><u>MARK</u></b>	<b>REGISTRATION NUMBER</b>
HARD HAT	2,113,390

**TRADEMARK APPLICATIONS**

- None

**TRADEMARK LICENSES**

- None

**Name of Agreement, Parties, Date of Agreement**

- N/A